

RECEIVED

2015 APR 15 PM 4:50

IDAHO PUBLIC
UTILITIES COMMISSION**DONOVAN E. WALKER**
Lead Counsel
dwalker@idahopower.com

April 15, 2015

VIA HAND DELIVERYJean D. Jewell, Secretary
Idaho Public Utilities Commission
472 West Washington Street
Boise, Idaho 83702Re: Energy Sales Agreements Terminations
Case No. IPC-E-14-28, Clark Solar 1, LLC
Case No. IPC-E-14-29, Clark Solar 2, LLC
Case No. IPC-E-14-30, Clark Solar 3, LLC
Case No. IPC-E-14-31, Clark Solar 4, LLC

Dear Ms. Jewell:

On April 6, 2015, Idaho Power Company ("Idaho Power") terminated the Public Utility Regulatory Policies Act of 1978 ("PURPA") Energy Sales Agreements ("ESAs") with each of the above-referenced PURPA qualifying facilities ("QF"). Each of the referenced QF ESAs was approved by the Idaho Public Utilities Commission ("Commission") by Order, as noted in the table below.

Project	Case Number	Order Number	Date of Order
Clark Solar 1, LLC	IPC-E-14-28	Order No. 33208	01/08/15
Clark Solar 2, LLC	IPC-E-14-29	Order No. 33209	01/08/15
Clark Solar 3, LLC	IPC-E-14-30	Order No. 33204	01/08/15
Clark Solar 4, LLC	IPC-E-14-31	Order No. 33205	01/08/15

Erratas to Order Nos. 33208 and 33209 were issued on January 9, 2015.

The ESAs require that a Security Deposit be posted within 30 days of final non-appealable Commission orders approving the ESAs. The required Security Deposits were not paid, and Idaho Power provided Notice of Default and Material Breach on March 2, 2015. Subsequently, Idaho Power and the projects' developer, Intermountain Energy Partners, LLC, entered into an agreement (attached hereto as Attachment 1)

setting forth the agreed to provisions by which the projects were to cure the Material Breach of the ESAs. The Security Deposits were not so posted for the above-referenced Clark Solar projects; thus, the associated ESAs were terminated as of April 6, 2015. The Security Deposits for the Mountain Home Solar and Pocatello Solar projects were paid according to this agreement and thus were not terminated.

To keep the Commission apprised of these terminations, Idaho Power has enclosed an original and four (4) courtesy copies of this letter and its attachment for your convenience. Please contact me if you have any comments, questions, or concerns.

Sincerely,



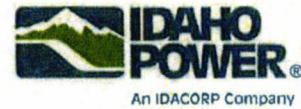
Donovan E. Walker

DEW:csb

Enclosures

cc: Dean J. Miller (w/encl.) – via e-mail
Rick Sterling (w/encl.) – via e-mail
Donald L. Howell, II (w/encl.) – via e-mail

ATTACHMENT 1



DONOVAN E. WALKER
Lead Counsel
dwalker@idahopower.com

March 17, 2015

joe@mcdevitt-miller.com
Dean J. Miller
McDevitt & Miller LLP
420 W. Bannock Street
P.O. Box 2564-83701
Boise, Idaho 83702

VIA ELECTRONIC MAIL

Re: Security Deposits – Mountain Home Solar 1, Pocatello Solar 1, Clark Solar 1, Clark Solar 2, Clark Solar 3, Clark Solar 4.

Joe:

Idaho Power is in receipt of the memo from Mark van Gulik dated March 17, 2015, regarding the specific arrangements being pursued by Intermountain Energy Partners ("IEP") to cure the material breach of the Energy Sales Agreements ("ESA") for each of the above referenced solar projects "as expeditiously as possible."

Idaho Power will accept your proposed schedule of events outlined in your March 17, 2015, memo which outlines activities starting today to secure the necessary deposits and continuing through the stated deadlines of March 31, 2015, for Mountain Home Solar and Pocatello Solar – and April 3, 2015, for Clark Solar 1 through 4.

Idaho Power will further accept the proposal of a "Non-Appealable" agreement and provision that if the deposits are not paid in accordance with these dates, that the Energy Sales Agreements will immediately terminate, and that IEP will not contest the termination at the Idaho Public Utilities Commission, or elsewhere. Because of the shortness of time before tomorrow's ESA termination deadline, please let this letter serve as both parties' written acknowledgement of this agreement:

Consequently, both Idaho Power Company and Intermountain Energy Partners hereby agree that the final and definitive deadline with which IEP is to cure the material breach of the ESAs for each of the above referenced solar projects under contract with Idaho Power is March 31, 2015, for Mountain Home Solar and Pocatello Solar – and April 3, 2015, for Clark Solar 1 through 4, as set forth in IEPs March 17, 2015, memo, incorporated herein by this reference.

IEP shall cause the appropriate amount of security deposit, as referenced in each project's respective ESA, as well as in Idaho Power's March 2, 2015, Notice of

Dean J. Miller
March 17, 2015
Page 2 of 2

Default: Material Breach – and Idaho Power's March 4, 2015, Notice to Terminate, to be posted on or before 5:00 p.m., mountain time, on Tuesday, March 31, 2015, for the Mountain Home Solar and Pocatello Solar projects – and on or before April 3, 2015, for Clark Solar 1, Clark Solar 2, Clark Solar 3, and Clark Solar 4. If the required security deposit is not paid by these deadlines, then each associated ESA will immediately terminate. IEP will accept said termination and shall not contest said termination in any manner what-so-ever, either in law or equity, before the Idaho Public Utilities Commission or any other forum. Idaho Power understands from IEP's March 17, 2015, memo, and from its conversations with Mr. van Gulik, and Mr. Miller, that the required security will be posted in cash. If an alternative method is utilized (i.e., letter(s) of credit or parent guarantees) then the necessary arrangements and approvals of such alternative methods must be completed on or before the deadline, or the deadline shall be deemed to have NOT been met.

If this is agreeable, please execute this letter below and return a signed copy back to me.

Sincerely,



Donovan E. Walker
Lead Counsel
Idaho Power Company

Agreed to and Accepted by, on behalf of Intermountain Energy Partners:

 (Signature)

MARK VAN GULIK (Printed Name)

MANAGER/PRESIDENT (Title)

DEW:csb
cc: